

Appendix E
Insurance Clause Template for Supply or Service Contracts
(1 page)

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Insurance Clause Template for Contracts for Supplies or Services

INSURANCE:

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. **All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies, except Worker's Compensation and Professional Liability, shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.**

(Insert the appropriate insurance requirements using the Guidelines in Appendix B.)

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$_____ per occurrence limits; \$_____ per aggregate limits; and includes coverage for sexual abuse and molestation (if applicable), products and completed operations, and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$_____ per occurrence limits; \$_____ per aggregate limits; and includes coverage for sexual abuse and molestation (if applicable), products and completed operations, and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

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3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$_____ per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

4. Workers' Compensation Insurance.

Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$_____ per accident for injury; \$_____ per employee for disease; and \$_____ for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$_____ per occurrence.
6. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$_____ per occurrence for each wrongful act and \$_____ per aggregate for each wrongful act.

7. Crime Insurance. If Applicable, the Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$_____ per occurrence for each wrongful act and \$_____ per aggregate for each wrongful act.

- B. **DURATION.** Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and

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leased equipment, whether such equipment is located at a project site or “in transit”. This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

- D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.